

## **Refund and Reimbursement Policy: Non-continuation of course by the University**

### **1. Introduction**

- 1.1 This policy sets out the arrangements that would apply only in the unlikely event that a student registered with Lancaster University found the University had taken the decision to suspend, discontinue or withdraw the course (“non-continuation”).
- 1.2 This policy covers refunds in instances of non-continuation, where a student is prevented from continuing or completing their course of study, due to decisions the University has taken either voluntarily (specifically course closure) or necessarily because the change is outside the University’s control (such as from a force majeure event adversely affecting its ability to deliver courses, maintain the site or the facilities). Some examples of force majeure events would be:
- the unanticipated departure of key members of University staff or unavoidable specialist staff absence
  - acts or threatened acts of terrorism or a security threat
  - damage or interruption to buildings, facilities or equipment
  - severe weather conditions
  - the acts of any governmental or local authority; or
  - where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education or affect the viability to run the programme at a planned entry point

### **2. Principles**

- 2.1 The University has procedures in place to ensure that all courses offered are planned on a sustainable basis, supported by appropriate levels of staffing and facilities. The courses will be market tested when established and reviewed periodically in light of national and international changes to curriculum and context, student demand and other relevant factors to ensure that the courses remain sustainable for the future.
- 2.2 From time to time the University may cease to admit new students to a particular course of study. At all times existing students will be protected as far as possible to ensure that they can complete the course they have been admitted to.
- 2.3 This policy and its commitments apply in a situation where the University, in its aim to provide the best facilities and academic provision for its students, has determined that continuation of the programme of study could not be delivered to the students registered on it and the course will not continue.
- 2.4 Due to unforeseen factors, it may occasionally be necessary to *vary* a course (for example, as a result of curriculum review) or to *amend* some aspects of a course (for example, to merge the course with another) or amend the course to keep the content and delivery up to date and relevant. Where such changes are necessary mid-course, all attempts will be made to provide a suitable, alternative remedy with minimum disruption, in consultation with affected students, giving reasonable notice of the change which does not threaten continuation or completion of the award. To the fullest extent it is possible under the

general law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances. **This policy does not apply in these circumstances.**

- 2.5 If the University changes the course in a fundamental way and a student is not satisfied with those changes, the student will be offered the opportunity to withdraw from the programme and, if required, reasonable support to transfer to another provider. It should be noted that this is without prejudice to a student's legal right of cancellation and to any other remedy which the student would be entitled by law to seek. **This policy does not apply in these circumstances.**

### **3. Commitments in the event of non-continuation under this policy**

#### **3.1 Tuition fee refunds**

The commitment is that tuition fee refunds would be made to the original provider of the payment to the University. This could be the Student Loans Company, the student themselves or a sponsor. The reasonable level of refund would be calculated in light of the individual student and the circumstances of the issue arising.

- 3.2 Additional reasonable costs incurred as a direct consequence of the change to the same course at another University.

Where actual financial travel costs will be incurred by a student as a direct consequence of the University's non-continuation of the course, (for example to enable the student to complete the course of study at an alternative location), the University would compensate the student for reasonable travel costs on the basis of documentary proof of actual loss incurred. One example might be additional travel costs to that reasonable, alternative location. Food, accommodation and other general living expenses would not normally be reimbursed, as a student would have to pay for these whether they are studying or not. However, if the student can demonstrate that they had to pay more for accommodation as a result of the change to another University than otherwise they would have done without the change, then this claim would be considered and reasonable costs compensated.

The reasonable level of compensation would be calculated in light of the circumstances of the individual student and the issue arising.

- 3.3 Other commitments as a direct consequence of the change to the same course at another University.

In addition to the above and subject to the individual student's circumstances, the University would honour any existing commitments to student bursaries or other awards throughout the remaining course of study.

In circumstances where students transfer courses to a new provider within the same country but with higher tuition fees than Lancaster, a reasonable marginal increase will be considered for payment by Lancaster direct to the new provider.

The reasonable level of compensation would be calculated in light of the circumstances of the individual student and the issue arising.

#### 4. Compensation for distress and inconvenience

4.1 The University will take into consideration guidance from the Office for the Independent Adjudicator's own judgements as to whether it may be also appropriate to consider payments for distress or inconvenience. The indicative compensation bands are available on the [OIA website](#).

4.2 Current bands for awards for distress and inconvenience are classified by the OIA into Moderate, Substantial and Severe.

- A Moderate award example is where “an act or omission of the provider caused some distress and inconvenience in the short term (e.g. less than 6 months)”.

Recommended compensation – up to £500.

- A Substantial award is where “an act or omission of the provider caused some distress and inconvenience in the long term (e.g. more than 6 months)”.

Recommended compensation – between £501 and £2,000.

- A Severe award would be more significant and would apply where, for example, discrimination legislation had not been considered in the discharge of responsibilities or where there has been a clear material disadvantage to a student, and a practical remedy is inappropriate or impossible.

Recommended compensation – between £2,001 and £5,000.

5. This policy will be kept under review on an annual basis.

Version	Approved by:	Approval Date
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